

General Terms and Conditions of Sale

1. The Contract

The terms and conditions of contract between Solent Scientific Ltd ('the Seller') and the Purchaser ('the Buyer') shall be those set out below. Any variations must be confirmed in writing by an authorised officer of the Seller.

2. Catalogues, Drawings, Sketches

- (2.1) All statements (whether written or oral), descriptions, drawings, sketches photographs, illustrations, diagrams, or specifications concerning the goods made or given by or on behalf of the Seller before contract, whether in catalogues, brochures, leaflets, price lists or otherwise, are for the purpose of information and guidance only.
- (2.2) Where goods are sold by reference to descriptions in a catalogue, the goods are sold subject to the tolerances and variations expressed or implied in the catalogue. In that design and sources of supply may change from time to time the Seller shall have the right to supply goods of altered design or from the new source of supply.

3. Prices

- (3.1) All goods will be supplied at the price and the VAT rate ruling on the date of despatch.
- (3.2) All prices shown in catalogues, leaflets or brochures, are net prices exclusive of Value Added Tax, and are for guidance only. The Seller reserves the right to vary such prices at any time in its discretion.
- (3.3) Quotations expressed to be for a fixed price remain open for acceptance by the Purchaser within the period stated in the quotation or if no period is stated, within 30 days of the date of the quotation irrespective of when the quotation is received by the Purchaser.
- (3.4) Where an order is placed for goods having a total invoiced value (excluding Value Added Tax and any additional carriage, packing, insurance, and/or additional costs) of less than £50 the Seller reserves the right to make a small order charge of £10.

4. Payment

- (4.1) Payment of the full price (including any VAT or other taxes) and any additional transport, insurance, packaging and/or additional costs shall be made within 30 days of the invoice date. Thereafter, in accordance with The Late Payments Directive (2011/7/EU) the Seller shall be entitled to recover interest on any unpaid amounts at 8% above the UK Reference Rate of Barclays Bank plc ruling at the date the purchase price is due. This EC Directive is implemented in the UK as The Late Payment of Commercial Debts (Interest) Act 1998.
- (4.2) Should payment become sufficiently protracted that the Seller deems it appropriate to initiate Court Proceedings to recover the debt the Seller shall be entitled to recover a sum of not less than £100.00 to cover administrative time spent trying to coerce payment. This sum is in addition to the statutory debt recovery administration charge detailed in The Late Payment of Commercial Debts (Interest) Act 1998.

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- (4.3) For any sale outside the United Kingdom the Purchaser shall, unless other arrangements are agreed by the Seller in writing, establish cleared funds, free of all charges, covering the purchase price and all shipping, transport, insurance and other additional costs or charges in the Seller's chosen Bank Account prior to despatch of the goods. All payments must be paid in Sterling drawn on a U.K. bank.
- (4.4) The seller shall be entitled to increase the price to recover any additional costs arising from variation, cancellation or delay in delivery occasioned by the Purchaser's instructions. In the case of custom microscope incubation chambers the cancelled order charge shall be not less than 25% of the order value. The provisions of Clauses 4 (1), 4 (2) and 4 (3) above shall apply to such additional costs.

5. Delivery

- (5.1) The Seller undertakes to use its reasonable endeavours to deliver by specified delivery dates. However, in all cases delivery dates are estimated only and without commitment by or obligation on the part of the Seller. The Purchaser shall not be entitled to cancel or to delay or refuse payment should delivery be made after the established delivery date.
- (5.2) Unless otherwise agreed by the Seller orders for delivery within the United Kingdom will be delivered at the Purchaser's cost by whatever means the Seller considers appropriate. The cost of carriage, packaging and insurance, if any, will be charged in addition to the price quoted for the goods.
- (5.3) Unless otherwise specified, for all orders for delivery outside the United Kingdom:
- (5.3.1) cases and other containers, packaging costs, dock and airport dues, port rates and customs entry, freight, insurance, agency fees and other charges which may be incurred are chargeable to the Purchaser. Cases and other containers are not returnable.
 - (5.3.2) such orders shall be on an EXW basis (Incoterms 2010)
- (5.4) The Seller shall be entitled to make delivery of goods or carry out services in instalments and the Purchaser shall be obliged to pay for each instalment in accordance with the Seller's usual terms.
- (5.5) If the Purchaser fails to accept delivery within 14 days of notice in writing that the goods are ready for delivery the Purchaser shall be liable for all the Seller's storage and other charges and the Seller shall be entitled, without prejudice to its other rights, to resell or otherwise dispose of the goods.
- (5.6) Claims for shortages or damage to goods before risk passes, must be made in writing within 14 days of receipt failing which proper delivery shall be conclusively presumed to have been made.
- (5.7) Where goods are returned for any reason other than that set out in Clause 6 (1) below the Seller reserves the right to make a charge against the Purchaser of 15% of invoice value towards the costs incurred by the Seller for carriage, inspection, packaging and the like as a result of such return.
- (5.8) The Seller reserves the right to designate minimum order quantities and/or minimum handling charges for any products.

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6. Conditions, Warranties and Seller's Liability

- (6.1) Subject to fair wear and tear, and the due observance of any installation, user, storage, operating or maintenance instructions the Seller undertakes to replace or at its option repair free of charge to the Purchaser any goods which the Purchaser can establish are defective by reason of defective workmanship or materials and which are returned to the Seller carriage paid within 12 months of the date of receipt by the Purchaser.
- (6.2) No warranty is given that the goods are suitable for any particular or special purposes or for use in connection with any equipment unless expressly given in writing by the Seller.
- (6.3) The Seller shall have no liability in tort to the Purchaser or to any third party. The Purchaser hereby represents that it is a competent user of the class of goods to be supplied hereunder, that it has satisfied or is able to satisfy itself that the goods are safe to use, and that it will institute a safe system of working for the use of goods. The Purchaser shall indemnify the Seller against any claim by any third party that that third party (or any fourth party on whose behalf the third party is acting) has suffered any loss, damage, personal injury or death by reason of or resulting from any negligence by the Seller or any defect in the design, specification or manufacture of the goods.
- (6.4) The Seller shall not in any event be liable for any profit or other financial loss whenever and however caused or arising in respect of goods supplied by the Seller. Subject to the previous paragraph and to Clause 6 (1) above, the Seller's liability for any loss or damage to property whatsoever shall be limited to the payment by the Seller of a sum not exceeding £5,000 or twice the price of the goods in respect of which liability arose, whichever shall be the greater. This limitation of the Seller's liability shall apply whether such damage or loss shall arise from any breach of this contract or from any breach of any condition or warranty implied by law or custom, or from misrepresentation by or the negligence of the Seller, its employees or agents.

7. Purchaser's Duty to Take Care

- (7.1) The goods may be dangerous if not properly used or stored and the appropriate precautions taken. The Purchaser accordingly agrees that it shall take all such steps as are reasonably practicable or usual to eliminate or reduce any risk to health and or safety to which use of the goods may give rise and acknowledges that where the goods are manufactured to a design supplied by the Purchaser, the Seller will not undertake any research as to the risks to health and or safety which may arise from use or storage of the goods. Where the goods are manufactured to a design supplied by the Purchaser, the Purchaser shall comply with all the duties imposed by Section 6 of the Health and Safety at Work etc. Act 1974 on designers and further shall comply with all other duties which may be implied at law on a designer and/or manufacturer of the goods.
- (7.2) The Purchaser shall indemnify the Seller against any claim, proceedings, costs, loss, damage or liability suffered by the Seller as a result of any failure by the Purchaser, or any other person in control of the goods, to take such steps or ensure compliance with the duties referred to in 7 (1) above.

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8. Patents, Designs and Technical Information

- (8.1) The Purchaser shall not use or deal with the goods or the Seller's catalogues, brochures, leaflets or lists so as to infringe, interfere with or weaken any rights of the Seller under or in respect of any patents, processes, proprietary information, trademarks, registered designs, logos, artwork or copyright for or in connection with the goods. The Seller shall have no liability for the infringement of any rights of any third party arising from the use of the goods in combination with other goods, trademarks or processes not supplied by the Seller.
- (8.2) Where goods are manufactured to the design or specification of the Purchaser, the Purchaser warrants that such design or specification does not infringe the rights of any third party.

9. Passing of Risk and Property

- (9.1) The risk in the goods shall pass:
- (9.1.1) on orders for delivery within the United Kingdom on delivery to a carrier at the Seller's works.
 - (9.1.2) on orders for delivery outside the United Kingdom on despatch EXW
- (9.2) The goods shall remain the property of the Seller until the price has been fully paid and the Seller shall be entitled to recover the goods at any time until the property has passed. Until property passes the Purchaser shall take all reasonable steps to keep the goods separately identifiable from other property, but shall not be prohibited from using such goods.

10. No Set Off

The Buyer shall not be entitled to withhold or set off payment for the goods for any reason whatsoever.

11. Application of Payment

For the avoidance of doubt the Seller shall be entitled to apply payments received from the Buyer against any sums due from the Buyer disregarding any instructions from the Buyer and without regard to the dates upon which such sums become due.

12. Termination and Suspension

- (12.1) The Seller shall have the right, without prejudice to its other rights, to cancel or suspend the performance of the contract or any part thereof should the Purchaser be in default of any of its obligations under the contract or should there be any amounts due and unpaid by the Purchaser to the Seller whether in respect of the Purchaser's obligations under the contract or any other contract.

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(12.2) If the Seller is at any time unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled, on notice to the Purchaser given within a reasonable time either to terminate or suspend the contract or any part of it without incurring any liability whatsoever to the Purchaser. Without limitation, circumstances beyond the Seller's control shall include, war, civil commotion or insurrection, strikes, lockouts or other labour or industrial disputes, legislation whether by statute, regulation, instrument or order, earthquake, fire, flooding, tempest or abnormal weather conditions, breakdown or interruption of or disruption in supplies, plant, machinery or equipment or transport and all other occurrences or circumstances which prevent, hinder or delay the Seller's performance of the contract.

13. Proper Law

This contract shall be governed by and construed according to English Law and the Purchaser submits to the jurisdiction of the English Courts.